



**UNITED STATES MARINE CORPS
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
QUANTICO, VIRGINIA 22134-5010**

IN REPLY REFER TO:

5720
DON-USMC-2018-006300
18 Jan 18

EMAILED TO: *miguele@intelimapinc.com*

InteliMap, Inc.
Mr. Miguel Echavarri
255 Commonwealth Avenue
P.O. Box 1558
Concord MA 01742

SUBJECT: DON-USMC-2018-006300

Dear Mr. Echavarri:

This letter responds to your Freedom of Information Act request dated April 6, 2018, requesting a copy of "the following information related to contract # M67856-18-D-7601 Contract = M67856-18-D-7601 Amount = \$49,000,000 Agency/Office = Marine Corps Systems Command, Quantico Virginia Contractor = Tactical Edge Inc., San Diego California * Seeking all delivery orders, task orders, and contract modifications to include the Performance Work Statement (PWS) and all other attachments for each of these awarded documents."

The requested documents are enclosed.

As of April 18, 2018, one half hour of search and review (currently billed at \$48 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$24.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at:

Department of the Navy
Office of the General Counsel
ATTN: FOIA Appeals Office
1000 Navy Pentagon Room 4E635
Washington DC 20350-1000


DON-USMC-2018-006300

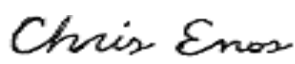
Page 2 of 2

18 Apr 18

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,


for Lisa L. Baker
Counsel

| | | | | | | | |
|--|------------------------------------|---|--|---|----------|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 81 | |
| 2. CONTRACT NO. M6785418D7601 | | 3. AWARD/EFFECTIVE DATE 14-Feb-2018 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER M67854-17-R-7601 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME ANDRIAS G. WOODY | | | | b. TELEPHONE NUMBER (No Collect Calls) 703-432-5807 | |
| 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 28 Apr 2017 | | | | | | | |
| 9. ISSUED BY COMMANDER, MARCORSYSCOM ATTN: ANDRIAS G. WOODY 2200 LESTER STREET QUANTICO VA 22134 TEL: 703-432-5807 FAX: | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541519 SIZE STANDARD: \$27,500,000 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS NET 30 Days Wide Area Work Flow | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| | | | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | |
| 15. DELIVER TO HQ0079 EDDIE HAMMETT 814 RADFORD BLVD BLDG RM 72 ALBANY GA 31704 | | CODE HQ0079 | | 16. ADMINISTERED BY DCMA SAN DIEGO 9174 SKY PARK COURT, SUITE 100 SAN DIEGO CA 92123-4353 SCD: C | | | |
| 17a. CONTRACTOR/ OFFEROR TACTICAL EDGE, INC. JOHN GOODMAN 2820 CAMINO DEL RIO S STE 200 SAN DIEGO CA 92108-3823 TELEPHONE NO. 619.677.1117 | | CODE 6MTS4 | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER - HQ0338 DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$49,000,000.00 EST | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF: Tactical Edge, Inc. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED <u>28-Apr-2017</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CHRIS ENOS / CONTRACT SPECIALIST TEL: (703) 432-4200 EMAIL: chris.enos@usmc.mil | | 31c. DATE SIGNED 14-Feb-2018 | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 81 | |
|---|---------------------------------------|------------------------------------|---|--|---------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | | 35. AMOUNT VERIFIED CORRECT FOR | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 37. CHECK NUMBER | | | | | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 42a. RECEIVED BY <i>(Print)</i> | | | |
| | | 42b. RECEIVED AT <i>(Location)</i> | | | |
| | | 42c. DATE REC'D <i>(YY/MM/DD)</i> | | 42d. TOTAL CONTAINERS | |
| 41c. DATE | | | | | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|--------|------------|------------|
| 1000 | Project Management Support FFP for CLC2S (Task 1). The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.1, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| MAX NET AMT | | | | | \$1.00 |
| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
| 1001 | Project Management Support FFP for TCPT (Task 1). The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.1, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| MAX NET AMT | | | | | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1002 | | 1 | Months | \$1.00 | \$1.00 |

Project Management Support
FFP

for STRATIS (Task 1).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.1, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1003 | | 1 | Months | \$1.00 | \$1.00 |

Project Management Support
FFP

for Air Fortress Secure Wireless (Task 1).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.1, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1008 | | 1 | Months | \$1.00 | \$1.00 |

Cybersecurity

FFP

for CLC2S (Task 2).

The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.2, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1009 | | 1 | Months | \$1.00 | \$1.00 |

Cybersecurity

FFP

for TCPT (Task 2).

The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.2, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1010 | | 1 | Months | \$1.00 | \$1.00 |

Cybersecurity

FFP

for STRATIS (Task 2).

The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.2, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

MAX
NET AMT

\$1.00

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1011 | | 1 | Months | \$1.00 | \$1.00 |

Cybersecurity

FFP

for Air Fortress Secure Wireless (Task 2).

The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.2, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

MAX
NET AMT

\$1.00

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|----------------|------------|
| 1016 | Software Maintenance FFP for CLC2S (Task 3). The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.3, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|----------------|------------|
| 1017 | Software Maintenance FFP for TCPT (Task 3). The Contractor shall provide support in accordance with PWS paragraph 3.0, paragraph 4.3, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1018 | | 1 | Months | \$1.00 | \$1.00 |

Software Maintenance
FFP

for STRATIS (Task 3).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.3, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1019 | | 1 | Months | \$1.00 | \$1.00 |

Software Maintenance
FFP

for Air Fortress Secure Wireless (Task 3).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.3, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1024 | | 1 | Months | \$1.00 | \$1.00 |

System Administration and Product Spt
FFP

for CLC2S (Task 4).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.4. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1025 | | 1 | Months | \$1.00 | \$1.00 |

System Administration and Product Spt
FFP

for TCPT (Task 4).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.4. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1026 | | 1 | Months | \$1.00 | \$1.00 |

System Administration and Product Spt
FFP

for STRATIS (Task 4).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.4. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1027 | | 1 | Months | \$1.00 | \$1.00 |

System Administration and Product Spt
FFP

for Air Fortress Secure Wireless (Task 4).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.4. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1032 | | 1 | Months | \$1.00 | \$1.00 |

System Integration and System Lifecycle
FFP

Cost Reduction for CLC2S (Task 5).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.5, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1033 | | 1 | Months | \$1.00 | \$1.00 |

System Integration and System Lifecycle
FFP

Cost Reduction for TCPT (Task 5).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.5, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1034 | | 1 | Months | \$1.00 | \$1.00 |

System Integration and System Lifecycle
FFP

Cost Reduction for STRATIS (Task 5).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.5, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1035 | | 1 | Months | \$1.00 | \$1.00 |

System Integration and System Lifecycle
FFP

Cost Reduction for Air Fortress Secure Wireless (Task 5).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.5, and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|----------------|------------|
| 1040 | System Downtime and Failures (99%) FFP for CLC2S (Task 6). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.6. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|----------------|------------|
| 1041 | System Downtime and Failures (99%) FFP for TCPT (Task 6). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.6. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1042 | | 1 | Months | \$1.00 | \$1.00 |

System Downtime and Failures (99%)

FFP

for STRATIS (Task 6).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.6. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1043 | | 1 | Months | \$1.00 | \$1.00 |

System Downtime and Failures (99%)

FFP

for Air Fortress Secure Wireless (Task 6).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.6. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|------------|-----------------------|
| 1048 | Service Desk Support (12 Hours of Spt) FFP for CLC2S (Task 7). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.7. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | | <hr/> |
| | | | | | MAX NET AMT \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|------------|-----------------------|
| 1049 | Service Desk Support (12 Hours of Spt) FFP for TCPT (Task 7). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.7. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | | <hr/> |
| | | | | | MAX NET AMT \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|------------|------------|
| 1050 | Service Desk Support (12 Hours of Spt) FFP for STRATIS (Task 7). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.7. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|------------|------------|
| 1051 | Service Desk Support (12 Hours of Spt) FFP for Air Fortress Secure Wireless (Task 7). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.7. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|----------------|------------|
| 1056 | Service Desk Support (24/7) FFP for CLC2S (Task 8). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.8. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|----------------|------------|
| 1057 | Service Desk Support (24/7) FFP for TCPT (Task 8). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.8. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|----------------|------------|
| 1058 | Service Desk Support (24/7) FFP for STRATIS (Task 8). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.8. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|----------------|------------|
| 1059 | Service Desk Support (24/7) FFP for Air Fortress Secure Wireless (Task 8). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.8. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1064 | | 1 | Each | \$1.00 | \$1.00 |

End Users Systems Functional Training
FFP

for CLC2S (Task 9).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.9 and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1065 | | 1 | Each | \$1.00 | \$1.00 |

End Users Systems Functional Training
FFP

for TCPT (Task 9).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.9 and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1066 | | 1 | Each | \$1.00 | \$1.00 |

End Users Systems Functional Training
FFP

for STRATIS (Task 9).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.9 and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1067 | | 1 | Each | \$1.00 | \$1.00 |

End Users Systems Functional Training
FFP

for Air Fortress Secure Wireless (Task 9).

The Contractor shall provide support in accordance with PWS paragraph 3.0,
paragraph 4.9 and associated CDRLs. This CLIN utilizes ELINs. See Exhibit P
for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|------------|-----------------------|
| 1072 | On-Site Functional Training FFP for CLC2S (Task 10). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.10. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| | | | | | <hr/> |
| | | | | | MAX NET AMT \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|-----------------------|
| 1073 | On-Site Functional Training FFP for TCPT (Task 10). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.10. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| | | | | | <hr/> |
| | | | | | MAX NET AMT \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1074 | | 1 | Each | \$1.00 | \$1.00 |

On-Site Functional Training
FFP

for STRATIS (Task 10).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.10. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1075 | | 1 | Each | \$1.00 | \$1.00 |

On-Site Functional Training
FFP

for Air Fortress Secure Wireless (Task 10).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.10. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1080 | | 1 | Months | \$1.00 | \$1.00 |

Deployed System Admin and Product Spt
FFP
for CLC2S (Task 11). (NON-HAZARD ZONE).
The Contractor shall provide support in accordance with PWS paragraph 3.0
paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each
ELIN is Separately Priced.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1081 | | 1 | Months | \$1.00 | \$1.00 |

Deployed System Admin and Product Spt
FFP
for TCPT (Task 11). (NON-HAZARD ZONE).
The Contractor shall provide support in accordance with PWS paragraph 3.0
paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each
ELIN is Separately Priced.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1082 | | 1 | Months | \$1.00 | \$1.00 |

Deployed System Admin and Product Spt
FFP
for STRATIS (Task 11). (NON-HAZARD ZONE).
The Contractor shall provide support in accordance with PWS paragraph 3.0
paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each
ELIN is Separately Priced.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1083 | | 1 | Months | \$1.00 | \$1.00 |

Deployed System Admin and Product Spt
FFP
for Air Fortress Secure Wireless (Task 11). (NON-HAZARD ZONE).
The Contractor shall provide support in accordance with PWS paragraph 3.0
paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each
ELIN is Separately Priced.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1088 | | 1 | Months | \$1.00 | \$1.00 |

Deployed System Admin and Product Spt
FFP
for CLC2S (Task 11). (HAZARD ZONE).
The Contractor shall provide support in accordance with PWS paragraph 3.0
paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each
ELIN is Separately Priced.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|--------|------------|------------|
| 1089 | | 1 | Months | \$1.00 | \$1.00 |

Deployed System Admin and Product Spt
FFP
for TCPT (Task 11). (HAZARD ZONE).
The Contractor shall provide support in accordance with PWS paragraph 3.0
paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each
ELIN is Separately Priced.
FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|--------|----------------|------------|
| 1090 | Deployed System Admin and Product Spt FFP for STRATIS (Task 11). (HAZARD ZONE). The Contractor shall provide support in accordance with PWS paragraph 3.0 paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|--------|----------------|------------|
| 1091 | Deployed System Admin and Product Spt FFP for Air Fortress Secure Wireless (Task 11). (HAZARD ZONE). The Contractor shall provide support in accordance with PWS paragraph 3.0 paragraph 4.11. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Months | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|------------|------------|
| 1112 | Deployed On-Site Functional Training FFP for CLC2S (Task 12). (NON-HAZARD ZONE). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| MAX NET AMT | | | | | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 1113 | Deployed On-Site Functional Training FFP for TCPT (Task 12). (NON-HAZARD ZONE). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| MAX NET AMT | | | | | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|------------|------------|
| 1114 | Deployed On-Site Functional Training FFP for STRATIS (Task 12). (NON-HAZARD ZONE). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| MAX NET AMT | | | | | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 1115 | Deployed On-Site Functional Training FFP for Air Fortress Secure Wireless (Task 12). (NON-HAZARD ZONE). The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| MAX NET AMT | | | | | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1120 | | 1 | Each | \$1.00 | \$1.00 |

Deployed On-Site Functional Training
FFP

for CLC2S (Task 12). (HAZARD ZONE).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1121 | | 1 | Each | \$1.00 | \$1.00 |

Deployed On-Site Functional Training
FFP

for TCPT (Task 12). (HAZARD ZONE).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1122 | | 1 | Each | \$1.00 | \$1.00 |

Deployed On-Site Functional Training
FFP

for STRATIS (Task 12). (HAZARD ZONE).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1123 | | 1 | Each | \$1.00 | \$1.00 |

Deployed On-Site Functional Training
FFP

for Air Fortress Secure Wireless (Task 12). (HAZARD ZONE).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.12. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1128 | | 1 | Each | \$1.00 | \$1.00 |

Exercise Systems Admin Spt
FFP

for CLC2S (Task 13).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.13. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

MAX
NET AMT

\$1.00

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1129 | | 1 | Each | \$1.00 | \$1.00 |

Exercise Systems Admin Spt
FFP

for TCPT (Task 13).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.13. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

MAX
NET AMT

\$1.00

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1130 | | 1 | Each | \$1.00 | \$1.00 |

Exercise Systems Admin Spt
FFP

for STRATIS (Task 13).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.13. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1131 | | 1 | Each | \$1.00 | \$1.00 |

Exercise Systems Admin Spt
FFP

for Air Fortress Secure Wireless (Task 13).

The Contractor shall provide support in accordance with PWS paragraph 3.0 and paragraph 4.13. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

FOB: Destination

| | |
|----------------|--------|
| MAX NET AMT | \$1.00 |
|----------------|--------|

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|----------------|------------|
| 1136 | Exercise On-Site Functional Training FFP for CLC2S (Task 14). The Contractor shall provide support in accordance with PWS paragraph 3.0 paragraph 4.14. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|----------------|------------|
| 1137 | Exercise On-Site Functional Training FFP for TCPT (Task 14). The Contractor shall provide support in accordance with PWS paragraph 3.0 paragraph 4.14. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|----------------|------------|
| 1138 | Exercise On-Site Functional Training FFP for STRATIS (Task 14). The Contractor shall provide support in accordance with PWS paragraph 3.0 paragraph 4.14. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|----------------|------------|
| 1139 | Exercise On-Site Functional Training FFP for Air Fortress Secure Wireless (Task 14). The Contractor shall provide support in accordance with PWS paragraph 3.0 paragraph 4.14. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced. FOB: Destination | 1 | Each | \$1.00 | \$1.00 |
| | | | | MAX NET AMT | \$1.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|---------------------|
| 1144 | | UNDEFINED | Lot | UNDEFINED | \$48,999,936.00 EST |

Travel and Other Direct Cost (ODC)
COST

The Contractor shall provide Travel and ODCs in accordance with PWS paragraph 3.0 and paragraph 6.4. This CLIN utilizes ELINs. See Exhibit P for all pricing. Each ELIN is Separately Priced.

NOTE: THE PRICES SPECIFIED ON THE CLINS ARE NOT FOR ORDERING PURPOSES. THESE PRICES ARE ONLY SPECIFIED TO ENABLE THE PD2 SYSTEM TO TRANSMIT THE CEILING AMOUNT INTO FPDS. ORDERING PRICES FOR THE CLINS ARE IDENTIFIED ON EXHIBIT P.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.
FOB: Destination

MAX COST \$48,999,936.00 (EST.)

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1149 | | | Lot | | NSP |

Contract Data Requirements List (CDRL)
FFP
CDRL - Exhibit A (CDRLs A001 thru A010).
Provide CDRLs IAW the PWS.
NSP - Not Separately Priced.
FOB: Destination

MAX
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 1000 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |

[illegible]

| | | | | |
|------|-------------|------------|-------------|------------|
| 1129 | Destination | Government | Destination | Government |
| 1130 | Destination | Government | Destination | Government |
| 1131 | Destination | Government | Destination | Government |
| 1136 | Destination | Government | Destination | Government |
| 1137 | Destination | Government | Destination | Government |
| 1138 | Destination | Government | Destination | Government |
| 1139 | Destination | Government | Destination | Government |
| 1144 | Destination | Government | Destination | Government |
| 1149 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|--------------------------------|----------|---|---------------|
| 1000 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | HQ0079 EDDIE HAMMETT 814 RADFORD BLVD BLDG RM 72 ALBANY GA 31704 229-639-7660 FOB: Destination | HQ0079 |
| 1001 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1002 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1003 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1008 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1009 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1010 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1011 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1016 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1017 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |

| | | | | |
|------|-----------------------------------|-----|---|--------|
| 1018 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1019 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1024 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1025 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1026 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1027 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1032 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1033 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1034 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1035 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1040 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1041 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1042 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1043 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1048 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1049 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1050 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1051 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |

| | | | | |
|------|-----------------------------------|-----|---|--------|
| 1056 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1057 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1058 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1059 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1064 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1065 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1066 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1067 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1072 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1073 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1074 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1075 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1080 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1081 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1082 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1083 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1088 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1089 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |

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|------|-----------------------------------|-----|---|--------|
| 1090 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1091 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1112 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1113 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1114 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1115 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1120 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1121 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1122 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1123 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1128 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1129 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1130 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1131 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1136 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1137 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1138 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1139 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |

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|------|-----------------------------------|-----|---|--------|
| 1144 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |
| 1149 | POP 01-APR-2018 TO 31-MAR-2023 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | HQ0079 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|------------------|--|----------|
| 52.202-1 | Definitions | NOV 2013 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | APR 2014 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | MAY 2015 |
| 52.222-29 | Notification Of Visa Denial | APR 2015 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-11 | Patent Rights--Ownership By The Contractor | MAY 2014 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.245-1 | Government Property | APR 2012 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-19 | Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria | MAY 2001 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.247-64 Alt II | Preference for Privately Owned U.S. - Flag Commercial Vessels (Apr 2003) - Alternate II | FEB 2006 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | DEC 2015 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.211-7003 | Item Unique Identification and Valuation | DEC 2013 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.227-7015 | Technical Data--Commercial Items | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |

| | | |
|--------------|---|----------|
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2013 |
| 252.227-7038 | Patent Rights--Ownership by the Contractor (Large Business) | JUN 2012 |
| 252.227-7039 | Patents--Reporting Of Subject Inventions | APR 1990 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | MAR 2015 |
| 252.246-7001 | Warranty Of Data | MAR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2015) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
X (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$49,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$25,000,000;

(2) Any order for a combination of items in excess of \$49,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the date following the date of final payment under this contract .

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from contract award through sixty months after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015)

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov —

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

The contractor is directed to use the "2-in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use Marine Corps Systems Command DODAAC M67854 and extension GCSS-MC (i.e. M67854 ext GCSS-MC) as the DODAAC and extension for all shipping addresses.\

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | HQ0338 |
| Issue By DoDAAC | M67854 with extension GCSS |
| Admin DoDAAC | M67854 with extension GCSS |
| Inspect By DoDAAC | M67854 with extension GCSS |
| Ship To Code | N/A |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | M67854 with extension GCSS |
| Service Acceptor (DoDAAC) | M67854 with extension GCSS |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | N/A |
| Contract Number | M67854-18-D-7601 |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

eddie.hammett@usmc.mil

andrias.woody@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

scott.trauernicht@usmc.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

SECTION C SPECIFICATIONS

C.1 DESCRIPTIONS AND SPECIFICATIONS

The contractor shall furnish the necessary supplies, services, facilities and materials required to perform the work described in the Performance Work Statement (PWS), Attachment #1.

SECTION D PACKAGING AND MARKS

D.1 PACKAGING AND MARKING

The contract shall ensure that all deliverables are marked with the contract number, title of the deliverable, date due, and preparer's name. In addition, when applicable, the contractor shall mark the deliverables with the Contract Task Order name and number; and the name of the Contracting Officer's Representative or duly responsible representative. Additional deliverable marking information will be provided in the Task Order issued, when applicable.

SECTION F DELIVERIES/PERFORM

F.1 DELIVERIES OR PERFORMANCE

Deliverables will be identified under each task order issued under this contract and shall be marked in accordance with DFARS 211.274-2 and 211.274-3 to ensure acceptance by common carrier and safe transportation at the most economical rate(s). Furthermore, the Contractor shall ensure that all deliverables are marked with the contract number, title of the deliverable, date due, and preparer's name. In addition, when applicable, the Contractor shall mark the deliverables with the Contract Task Order name/number and the name of the Contracting Officer's Representative or duly responsible representative. Additional deliverable marking information will be provided in each task order issued, when applicable.

F.2. ORDERING PERIODS

The Ordering Periods under this contract are as follows:

ELIN Ordering Period 1: Contract Award – 12 Months

ELIN Ordering Period 2: 12 Months – 24 Months

ELIN Ordering Period 3: 24 Months – 36 Months

ELIN Ordering Period 4: 36 Months – 48 Months

ELIN Ordering Period 5: 48 Months – 60 Months

F.3. ORDERING PERIOD CLINS

If the Government issues an order for any system (i.e. CLC2S, TCPT, STRATIS or Air Fortress), the Government must order all Contract Line Item Numbers (CLINs) associated with Tasks 1 through 5 (and CLINs 1144 and 1149) concurrently within an ordering period, except for CLINs 1040 through 1139 (Tasks 6 through 14), which may be ordered separately if Tasks 1 through 5 have been ordered.

SECTION G ADMIN DATA

G.1 GOVERNMENT POINTS OF CONTACT:

Contracting Officer
Mr. Chris Enos
105 Tech Parkway
Stafford, VA 22556
chris.enos@usmc.mil
Phone Number: 703-432-5819

Contract Specialist
Mr. Andrias G. Woody
105 Tech Parkway
Stafford, VA 22556
andrias.woody@usmc.mil
Phone Number: 703-432-5807

If there are additional points of contacts, they will be listed in each Task Order.

G.2 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be established in each Task Order

G.3 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facility or in any manner communicates with Contractor personnel during the performance of this contract will constitute a change under the FAR clause 52.212-4(c), Contract Terms and Conditions, Commercial Items, of this contract.

(b) The contractor will not comply with any order, direction, request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract prices to cover any increase in costs incurred as a result thereof. The name, mailing address, email address, and telephone number of the Contracting Officer is specified in Section G.1.

G.4 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE (COR)

(a) The Contracting Officer has designated Contracting Officer's Representative(s) (COR) as follows:

Mr. Eddie Hammett
eddie.hammett@usmc.mil
Phone Number: 229-639-7660

(b) The duties of the COR/ACOR are to act as the Contracting Officer's Representative for technical direction and discussion as necessary with respect to the Performance Work Statement and monitoring the progress and quality of contractor performance. The COR/ACOR is not an Administrative Contracting Officer and does not have the authority to take any action, with directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any terms and conditions of this contract or task orders, or to direct the accomplishment of effort which goes beyond the scope of the Performance Work Statement in the contract.

(c) When, in the opinion of the contractor, the COR/ACOR requests effort outside the existing scope of the contract or task order, the contractor will promptly notify the Contracting Officer in writing of the circumstances surrounding the direction. No action will be taken by the contract under such direction until the Contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

SECTION H SPEC CONTRACT REQ

H.1 CONTRACT TYPE

A Firm Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) contract will be utilized. The anticipated period of performance under this contract shall be five (5) years from the date of contract award.

H.2 MINIMUM / MAXIMUM

This contract is dollar based, not quantity based. This contract is a dollar based Indefinite Delivery / Indefinite Quantity (IDIQ) type contract with an ordering period of 60 months. Delivery or performance will be authorized through the issuance of orders. Individual or multiple orders may be issued for any quantity in each CLIN in any given year, as long as the cumulative dollar value ordered under the IDIQ contract does not exceed the maximum dollar amount (shown below) for the contract. The minimum amount will be ordered upon contract award or no later than the end of the Fiscal Year for the base ordering period.

| <u>MINIMUM AMOUNT</u> | <u>MAXIMUM AMOUNT</u> |
|---------------------------|---------------------------|
| \$1,000,000.00 | \$49,000,000.00 |

H.3 TASK ORDERS FOR CONTRACT

a. **General-** Orders for services or work described herein may be issued by the Contracting Officer, at any time during the effective term of this contract. Except as otherwise provided in a specific Task Order, the Contractor shall furnish all materials and services necessary to accomplish the work specified within each Task Order hereunder. The provisions of this agreement apply to all Task Orders issued hereunder and to the extent that any inconsistency between Task Orders and this contract might take place, the contract shall take precedence.

b. **Funding of Orders-** Each order will be individually funded. The appropriation and accounting data required to obligate funds will be included in each order.

c. Ordering-

(1) This contract uses Exhibit Line Item Numbers (ELINs). The Contract Line Item Numbers (CLINs) will be available for a five-year period of performance and are priced at the ELIN level. Most ELIN prices are associated with an ELIN period of performance. The Government will issue unilateral task orders for the CLINs and the associated ELIN price and period of performance. The Government may issue unilateral task orders as modifications to existing orders.

(2) The ELINs associated with CLINs for Tasks 6 through 14 (i.e. CLINs 1040 through 1139) may be ordered more than once in the applicable ordering period, in the same task order, as modifications to existing task orders or via multiple task orders, as long as the cumulative dollar value ordered under the IDIQ contract does not exceed the IDIQ maximum dollar amount.

NOTE: THE PRICES SPECIFIED ON THE CLINS ARE NOT FOR ORDERING PURPOSES. THESE PRICES ARE ONLY SPECIFIED TO ENABLE THE PD2 SYSTEM TO TRANSMIT THE CEILING AMOUNT INTO FPDS. ORDERING PRICES FOR THE CLINS ARE IDENTIFIED ON EXHIBIT P.

H.4 ORDERING AGENCY

The agency authorized to place delivery orders against this contract is:

Commander
Marine Corps Systems Command
2200 Lester Street
Quantico, VA 22134

H.5 ORGANIZATIONAL CONFLICT OF INTEREST

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a give period of time.

(d)(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(d)(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the

contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

H.6 CONTRACT CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicated with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the contracting officer or his or her designated representative. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without

authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.7 NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

H.8 CONTRACTOR IDENTIFICATION

Contract performance may require contractor personnel to have access to Government installations and to attend meetings with Government personnel. Contractor personnel must clearly identify themselves and their contractor affiliation in these circumstances.

Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

H.9 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required and needs to be provided, the contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. A copy of the executed agreement shall be provided to the Contracting Officer.

(b) The contractor agrees to: (1) indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted; (2) not disclose the data to another party or other contractor personnel except as authorized by the Contracting Officer, (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement, (4) not disclose the data to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary or other restrictively marked materials.

(e) The contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a) substituting “subcontractor” for “contractor” where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

H.10 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

Work to be performed under this contract involves performance at facilities operated by the Government. The contractor, therefore, will be granted ingress and egress at the specific site where effort is to be performed. Access to a site shall be coordinated with the COR.

While contractor personnel are on site, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the contractor has access at all times will be in the custody of the Federal Government and will not be considered “Government Property” furnished to the contractor. The Government reserves the right to issue DoD identification badges to contractor employees. If DoD badges are required, they will be issued in accordance with DoD procedures. If it is brought to the attention of the Government that any contractor or subcontractor employees working on this contract does not meet the minimal work requirements as defined in the task(s), the contractor will be advised in writing by the Contracting Officer and access to DoD facilities may be denied or withdrawn for that employee. The contractor shall be responsible for returning all DoD-issued contractor/employee identification, all other DoD property, and any security access cards to Government offices issued. If cases where employees are required to vacate Government or Government leased facilities, the contractor shall meet all local (site) check out and security procedures.

H.11 VISIT REQUESTS AND SECURITY REQUIREMENTS DUE TO CONTINUED DEPARTMENT OF DEFENSE THREAT CONDITIONS, IF THE BELOW PROCESS IS NOT FOLLOWED, CONTRACTORS WILL NOT BE PERMITTED ACCESS TO ANY GOVERNMENT FACILITIES.

(a) All visit requests must be provided via email (scanned in adobe format) to the Contracting Officer Representative at least five (5) day prior to a scheduled visit.

(b) All visit requests shall be on company letterhead that includes: The purpose of the visit-Site Visit for the Marine Corps Program Management Warfare (PMW 230), MAGTF Logistics Support Systems (MLS2) Post Deployment Systems Support (PDSS) Logistics Information Systems (LIS) contract M67854-18-D-XXXX-Task Order XXXX (insert task order number in place of X's) and sites to be visited; visitor's Date of Birth (DOB) and security clearance level (if applicable), and what days/dates the visitors will be attending the site. Individuals must have two (2) forms of picture identification (ID). The picture IDs MUST match the name on the visit request letter.

H.12 SOURCE CODE

For submissions based on existing GOTS application systems, the offeror shall deliver fully compilable source code releases with all build files, and the technical data package (if any), including the documented quality assurance processes, to the Government with unlimited rights.

For submissions based on proprietary and Government customized source code, the offeror shall deliver technical documentation on how their production processes include code quality checks and deliver copies of their analytical results. Additionally, the offeror shall deliver the customized source code with all build and configuration files to the Government with unlimited rights.

H.13 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

(a) The following documents contained in the Offeror's 28 April 2017 proposal, submitted in response to solicitation M67854-17-R-7601, are incorporated by reference with the same force and effect as if they were given in full text.

Section K – Representations, Certifications and Other Statements of Offerors (including DFARS 252.227-7017) Technical proposal, as follows:

Factor 1: Innovation Approach (All)

Factor 2: Technical Approach (All, except 3rd paragraph on page 36 in Section 5)

Factor 3: Management Approach

(Only the Positions and Qualifications/Education stated in Table 14 “Key Personnel” on page 59 and 60 in Section 11)

(b) Nothing contained in the Contractor's technical volume shall constitute a waiver to any requirement of the contract. In case of a difference between the contractor's technical proposal and the performance work statement (PWS) in performance of a task order, the PWS shall take precedence over the contractor's technical proposal.

H.14 GOVERNMENT DIRECT SYSTEMS ACCESS

The contractor shall provide the Government direct access to the MLS2 Family of Systems during the contract period of performance.

H.15 DATA EXPORT

The contractor shall provide exports of all data on demand to the Government during the contract period of performance and or at the completion of the contract.

H.16 CONTRACTOR GOALS AND OBJECTIVES

The Government will interpret the contractor's goals and objectives in performing the PWS tasks as requirements not as aspirations.

SECTION J LIST OF ATTACHMENTS

J.1 ATTACHMENTS:

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|--|-------|-----------|
| Attachment 1 | Performance Work Statement, Version 5 | 50 | 17 Apr 17 |
| Attachment 2 | DELETED | | |
| Attachment 3 | Exhibit A: Contract Data Requirements Lists (CDRLs), DD Form 1423, CDRLs A001 – A010 | 10 | 27 Mar 17 |
| Attachment 4A | Government Furnished Property (GFP) CLC2S TCPT MLS2 | 5 | N/A |
| Attachment 4B | Government Furnished Property (GFP) STRATIS MLS2 | 7 | N/A |

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|---------------|--|----|-----------|
| Attachment 5 | DELETED | | |
| Attachment 6 | Department of Defense Contract Security Classification Specification DD Form 254 | 7 | 15 Nov 16 |
| Attachment 7 | DELETED | | |
| Attachment 8 | DELETED | | |
| Attachment 9 | DELETED | | |
| Attachment 10 | Exhibit P: Exhibit Line Item Number (ELIN) Prices | 13 | 17 Apr 17 |
| Attachment 11 | DELETED | | |
| Attachment 12 | DELETED | | |

LOCAL INSTRUCTIONS

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;
- (2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);
- (3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);
- (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);
- (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);
- (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);
- (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and
- (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional

authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by

the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age
 Nationality
 Country of permanent residence

Incident:
 Description
 Location
 Date and time
 Other Pertinent Information

(End of Clause)

**952.225-0003- FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)
 (FEB 2013)**

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or

violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

952.225-0009 - MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All

Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2012)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: **(Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly**

coordinated with the respective Forward Operating Base (FOB) Mayor). When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/DPO/ Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input checked="" type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF* | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Commissary | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Embassy Housing, Meals** | |
| <input type="checkbox"/> Embassy Clinic–Afghanistan** | <input type="checkbox"/> Embassy Air** | |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

* CAAF means Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

952.225-0016 - CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

(i) the name of each individual requiring a new LOA;

- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) **Badging:** The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) **Contractor Controlled Facility Space:** If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) **Government Furnished Equipment/Materials:** The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN)(AUG 2011)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at

the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

952.225-0020 - CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

952.225-0022 - VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)